

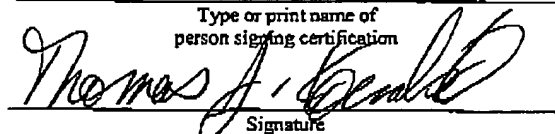
PATENT
454313-2340.2IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Ellis et al.
U.S. Serial No. : 09/680,228
For : PREVENTION OF MYOCARDITIS, ABORTION
AND INTRAUTERINE INFECTION
ASSOCIATED WITH PORCINE CIRCOVIRUS-2
Filing Date : October 6, 2000
Examiner : Shanon A. Foley
Art Unit : 1648

35745 Fifth Avenue
New York, NY 10151FACSIMILE

I hereby certify that this paper is being facsimile transmitted to the
Patent and Trademark Office on the date shown below.

Thomas J. Kowalski, Reg. No. 32,147

Type or print name of
person signing certification

Signature

September 3, 2003

Date of Signature

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This is in further response to the March 11, 2003 Office Action, with an Amendment and Response to Office Action filed herewith.

I, Thomas J. Kowalski, declare that I am the attorney of record and that I am authorized to execute terminal disclaimers on behalf of Merial, The Queen's University of Belfast and the University of Saskatchewan, the assignees of the above-captioned application ("the present application") and U.S. Patent Nos. 6,391,314, 6,368,601, 6,497,883, and 6,217,883;

That Merial has a place of business at 17 rue Bourgelat 69002, Lyon, France; that the Queen's University of Belfast is located at University Road, Belfast BT7 1NN, Northern Ireland; that the University of Saskatchewan is located in Saskatoon, Saskatchewan, Canada, S7N 5C8;

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That Merial, The Queen's University of Belfast and the University of Saskatchewan, are the assignees of the entire right, title and interest in, to and under the present application, U.S. Application Serial No. 09/680,228, as a continuation-in-part of U.S. Application Serial No. 09/583,350, filed May 31, 2000, now U.S. Patent No. 6,517,843, by virtue of the assignment from the inventors as set out at Reel 011393 and Frame 0370, where said assignment was recorded at the U.S. Patent and Trademark Office on December 22, 2000;

That Merial, The Queen's University of Belfast and the University of Saskatchewan, are the assignees of the entire right, title and interest in, to and under U.S. Application Serial No. 09/161,092, filed September 25, 1998, now U.S. Patent No. 6,391,314, by virtue of the assignment from the inventors as set out at Reel 9735 and Frame 0072, where said assignment was recorded at the U.S. Patent and Trademark Office on February 1, 1999;

That Merial, The Queen's University of Belfast and the University of Saskatchewan, are the assignees of the entire right, title and interest in, to and under U.S. Application Serial No. 09/082,558, filed May 21, 1998, now U.S. Patent No. 6,368,601, by virtue of the assignment from the inventors as set out at Reel 9488 and Frames 0632; 0660 and 0639, where said assignment was recorded at the U.S. Patent and Trademark Office on September 10, 1998;

That Merial, The Queen's University of Belfast and the University of Saskatchewan, are the assignees of the entire right, title and interest in, to and under U.S. Application Serial No. 09/583,545, filed June 1, 2000, now U.S. Patent No. 6,497,883, by virtue of the assignment from the inventors as set out at Reel 011450 and Frame 0052, where said assignment was recorded at the U.S. Patent and Trademark Office on October 27, 2000;

That Merial, The Queen's University of Belfast and the University of Saskatchewan, are the assignees of the entire right, title and interest in, to and under U.S. Application Serial No. 09/347,594, filed July 1, 1999, now U.S. Patent No. 6,217,883, by virtue of the assignment from the inventors as set out at Reel 010584 and Frame 0192, where said assignment was recorded at the U.S. Patent and Trademark Office on February 1, 2000;

That Merial, The Queen's University of Belfast and the University of Saskatchewan hereby disclaim the terminal part of any patent granted on the present application which would extend beyond the expiration date of the full statutory term of U.S. Patent Nos. 6,391,314, 6,368,601, 6,497,883, or 6,217,883;

That Merial, The Queen's University of Belfast and the University of Saskatchewan hereby agree that any patent so granted on the present application shall be enforceable only for and during

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such period that the legal title to said patent shall be the same as the legal title to the '314 patent, this agreement to run with any patent granted on the present application and to be binding upon the grantee, its successors or assigns;

That no terminal part of any patent granted on the present application is disclaimed prior to the full statutory term of U.S. Patent Nos. 6,391,314, 6,368,601, 6,497,883, or 6,217,883, in the event that any of said patents expire earlier for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or is terminally disclaimed under 37 C.F.R. §1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above;

In accordance with 37 C.F.R. § 3.73(b), the undersigned attorney of record, empowered to sign this Statement on behalf of the assignees, states that Merial, The Queen's University of Belfast and the University of Saskatchewan are the assignees of the entire right, title and interest in the patents and patent application identified above (U.S. Patent Nos. 6,391,314, 6,368,601, 6,497,883, 6,217,883 and the present application) by virtue of the assignments identified above.

And thus, that the undersigned has reviewed documents in the chain of title of the patent and patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignees identified above.

Reconsideration and withdrawal of the double patenting rejection are respectfully requested and consideration, entry and recordation of this Terminal Disclaimer are also earnestly solicited, with any fee therefor or any overpayment in such fees, to be charged or credited to Deposit Account No. 50-0320.

It is also noted that this paper is being provided merely to expedite prosecution and is presented without admission, without prejudice, without surrender of subject matter, without any intention of creating any estoppel as to equivalents.

Respectfully submitted,

FROMMER LAWRENCE & HAUG LLP

By:

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